

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Office of the Governor, the Department of Justice (DOJ) and the Montana Supreme Court.

I. PURPOSE

The purpose of this MOU is to assist the Montana Criminal Justice Information System (MCJIS) in improving the effectiveness and efficiency of information services available to state and local justice and law enforcement agencies by creating and participating in an Executive Committee and a Criminal Justice Information Services (CJIS) Advisory Group. These groups will integrate the services of Montana's criminal justice agencies, increase interagency coordination, and maximize the use of all agency resources.

II. ORGANIZATION

A. Executive Committee - The Governor, the Attorney General and the Chief Justice of the Montana Supreme Court shall comprise the "Executive Committee", as they represent entities of the state with a vested interest in the criminal justice system and have the authority to dedicate resources to further the goals and mission of the Montana Criminal Justice Information System (MCJIS).

B. CJIS Advisory Group - Representatives of the following agencies will

comprise the "CJIS Advisory Group":

- Governor's Office
- Department of Justice
- Montana Board of Crime Control
- Department of Corrections
- Court Administrator
- Department of Public Health and Human Services
- Department of Administration, Information Services Division
- District Court Judge
- Clerk of Court (District Court)
- Commission on Courts of Limited Jurisdiction
- Clerk of Court (Limited Jurisdiction Court)
- Juvenile Probation Officers
- Montana Sheriffs and Peace Officers Association
- Montana Association of Chiefs of Police
- County Attorneys
- Montana Association of Counties
- League of Cities and Towns
- Board of Parole
- Montana Dept. of Transportation
- Montana Senate

- Montana House of Representatives
- Montana Tribal Representative

C. CJIS Advisory Group Subcommittees - The CJIS Advisory Group will establish subcommittees to develop plans and recommendations on policy, operation, and technical needs. Membership in the subcommittees is not limited to CJIS Advisory Group members, but will include subject experts in related fields that are recruited to assist in the preparation of work products.

III. RESPONSIBILITIES OF THE EXECUTIVE COMMITTEE

The Executive Committee is responsible for the following actions:

(1) Determining the resources to be made available to further the purposes of this MOU;

(2) The final adoption or disapproval of the CJIS Advisory Group's recommendations;

IV. RESPONSIBILITIES OF THE CJIS ADVISORY GROUP

The CJIS Advisory Group is responsible for the following actions:

(1) Advising and making recommendations to the Executive Committee on policy issues, technical issues, and any other issues necessary for improving the effectiveness and efficiency of information services available to state and local justice and law enforcement agencies.

(2) Continually reviewing and recommending changes to the organizational

structure created by this MOU to ensure the long term success of CJIS coordination;

(3) Continually reviewing and recommending any changes in governance, state policies or legislation needed to meet and sustain the goal of long term CJIS coordination.

V. RESPONSIBILITIES OF THE CJIS ADVISORY GROUP'S SUBCOMMITTEES SUBCOMMITTEES

The CJIS Advisory Group's subcommittees are responsible for:

- (1) Developing plans and recommendations on policy;
- (2) Developing plans and recommendations on operations
- (3) Developing plans and recommendations on technical needs;

VI. JOINT RESPONSIBILITIES OF THE EXECUTIVE COMMITTEE AND CJIS ADVISORY GROUP

The Executive Committee and the CJIS Advisory Group shall work jointly with the Board of Crime Control to determine what future grants and other funding alternatives will:

- (1) maximize the use of all available resources;
- (2) meet the needs of the entire criminal justice community; and
- (3) avoid duplication of the efforts of the various criminal justice agencies.

VII. FINANCING

The parties to this MOU shall be responsible for any expenses they incur in carrying out the objectives of this agreement. However, the DOJ will provide funding for

up to four CJIS Advisory Group meetings per year.

VIII. EFFECTIVE DATE AND TERMINATION

This MOU shall be effective January 8, 2001, through December 31, 2003. All of this agreement, or any designated services covered by this agreement, may be terminated by any party at any time, with or without cause, upon no less than thirty (30) days written notice.

IX. RENEWAL

This MOU may be renewed for additional two-year periods upon the mutual consent of the Governor's Office, the Department of Justice and the Montana Supreme Court.

X. MODIFICATION OF MOU

This MOU may not be modified, except in writing signed by the representative of each party.

XI. LIAISONS

The following persons shall serve as agency liaison for purposes of this MOU:

1. Office of the Governor: Jean Branscum
2. Department of Justice: Wilbur W. Rehmann
3. Montana Supreme Court: Richard Lewis

XII. SIGNATURES

Office of the Governor

By: _____ Date:
(name)
(title)

Department of Justice

By: _____ Date:
(name)
(title)

Montana Supreme Court

By: _____ Date:
(name)
(title)